

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

DARLENE FEARS,

Plaintiff,

vs.

Case No. 19

THE PRUDENTIAL INSURANCE
COMPANY OF AMERICA,

Defendant.

GREG LIEPSHUTZ (P37573)
Attorney for Plaintiff
LEVINE BENJAMIN, P.C.
100 Galleria Officentre, Suite 411
Southfield, Michigan 48034
(248) 352-5700; Fax (248) 352-1312
gliepshutz@levinebenjamin.com

PLAINTIFF'S COMPLAINT

NOW COMES Plaintiff, DARLENE FEARS by and through her attorneys, GREG M. LIEPSHUTZ and LEVINE BENJAMIN, P.C., and for her Complaint against Defendant, THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, states as follows:

1. At all times, relevant hereto, Plaintiff, DARLENE FEARS, is a resident of the City of Sterling Heights, County of Macomb, and State of Michigan.
2. At all times, relevant hereto, Defendant, THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, is a foreign insurance corporation in

good standing and continuously conducting business throughout the State of Michigan.

3. At all times, relevant hereto, Defendant, THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, was compensated for and provided Long-Term Disability coverage pursuant to the terms of a group employee benefits plan provided for the benefit of Plaintiff, DARLENE FEARS and other employees, by their employer.

4. The Long-Term Disability insurance policy issued by Defendant, THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, is a group employee benefit plan covered by and within the meaning of the Employee Retirement Income Security Act ("ERISA"), 29 U.S.C. § 1001 et seq.

5. The terms of said contract of insurance obligated Defendant, THE PRUDENTIAL INSURANCE COMPANY OF AMERICA to provide Plaintiff, DARLENE FEARS with Long-Term Disability Benefits, in the event that Plaintiff was rendered unable to work due to injury, disease or other medical condition.

6. That Plaintiff, DARLENE FEARS, suffers from a hip replacement and chronic pain. As a result, Plaintiff's conditions have made it impossible for her to work.

7. Defendant, THE PRUDENTIAL INSURANCE COMPANY OF AMERICA has wrongfully denied Plaintiff disability benefits.

8. Defendant's denial of benefits was arbitrary and capricious and was contrary to medical and other evidence that overwhelmingly supports Plaintiff's

claim of total and permanent disability. Defendant's termination of Plaintiff's benefits therefore amounts to a breach of the contract for insurance.

9. Plaintiff, DARLENE FEARS has exhausted all appeals and/or reconsideration processes provided by Defendant; nevertheless, Defendant refuses to resume payment of benefits rightfully due and owing to Plaintiff.

10. Plaintiff, DARLENE FEARS is a person empowered to bring a civil action under 29 U.S.C. § 1132(a)(1)(B) to force the Defendant to comply with the Act and resume payment of Long-Term Disability benefits to Plaintiff.

11. 29 U.S.C. § 1132(a)(1)(B) reads as follows:

(a) Persons Empowered to Bring a Civil Action
A civil action may be brought –

(1) by a participant or beneficiary –

(B) to recover benefits due to him, under the terms of the plan, to enforce his rights under the terms of the plan, or to clarify his rights to future benefits under the terms of the plan[.]

12. As a result of Defendant's wrongful termination of disability benefits, Plaintiff, DARLENE FEARS, has sustained the following damages, including, but not limited to:

(a) Loss of past, present and future income in the form of wage loss compensation benefits;

WHEREFORE, Plaintiff, DARLENE FEARS, prays for Judgment in her favor and against the Defendant, THE PRUDENTIAL INSURANCE COMPANY OF AMERICA, in whatever amount she is found to be entitled, in addition to

costs, interest and attorney fees.

Respectfully submitted,

LEVINE BENJAMIN, P.C.

/s/ GREG M. LIEPSHUTZ (P37573)

Attorneys for Plaintiff
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Southfield, MI 48034
(248) 352-5700/Fax (248) 352-1312
gliepshutz@levinebenjamin.com

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